such opinions and the right to the free utterance thereof, yet it denied the applicant's prayer because, to the court, the principles of socialism were at war with and antagonistic to the principles of the Constitution of the United States.

This latitude is further illustrated by the fact that one court will deny the petition of an applicant on grounds similar to those which another court will deem insufficient in themselves for refusing the applicant's request. Thus, *In re Rodriguez*, 81 Fed. 337, the court granted an application for citizenship to a Mexican, who, it was conceded, was lamentably ignorant, unable to read or write and totally ignorant of the principles underlying this government. On the other hand, the court refused the application of a Syrian who could neither read, write nor understand English. *Ex parte Shahid*, 205 Fed. 812. In the latter case, however, the court also considered applicant ethnologically, without, however, basing its decision on that point. In both cases, it was a question for judicial discretion whether the applicant was one who was likely to benefit the country.

In the main, there are two lines of decisions holding opposite views as to what evidence is necessary to establish that the applicant is attached to the principles of the Constitution of the United States and is well disposed to the good order and happiness thereof. One line of cases adopts the stringent view, and in the severity of its logic holds that a person cannot be attached to the principles of the Constitution and intelligently take oath to support it unless he has some general knowledge of the Constitution and the principles he affirms. *Ex parte Shahid, supra; In re Bodeck*, 63 Fed. 813; *In re Meakins*, 164 Fed. 334; *In re Kanaka Nian*, 6 Utah 259, 21 Pac. 993, 4 L. R. A. 726.

Again, another line of decisions subscribes to a mere enligtened, and more practical view, namely: that such knowledge of the Constitution and the laws of the United States by the applicant is not necessarily the only sufficient evidence of his attachment to the principles thereof, but that the evidence that he has behaved as a man should behave who is attached to the Constitution is sufficient, if satisfactory to the trial judge, to support a judgment admitting him to citizenship. *In re Rodriguez, supra; Ex parte Johnson*, 79 Miss. 637, 31 So. 208, 89 Am. St. Rep. 665.

In the final analysis, it becomes a question whether the applicant's admission to citizenship will redound to the country's good. To this end the statute and the courts direct their attention. "Character" as used in the statute is not synonymous with reputation. It refers to what the person is in reality rather than to what he is reputed to be. *United States v. Hrasky, supra.*

BAIL—ENLISTMENT IN ARMY—ORAL AGREEMENT THAT ACCUSED NEED NOT APPEAR UNTIL DISCHARGE.—The defendant, under indictment of a grand jury, was released on bail, the condition of the bail bond requiring his presence at all stages of the trial. Subsequently he enlisted in the army. The prosecuting attorney orally agreed that accused need not appear in court for trial until after his discharge from the army. When the case

was called for trial, after the discharge was granted, on the defendant not appearing, the bond was declared forfeited. This action was brought against the defendant and the surety on the bond to recover the penalty. *Held*, the defendant and surety are liable. *State* v. *Cooper* (Minn.), 180 N. W. 99.

Where the condition of the bail bond is such as to impose a continuing obligation on the accused to be present at every stage of the trial, the sureties are not released by a continuance of the case after first appearance, unless the bond is renewed. *City of St. Louis* v. *Young*, 235 Mo. 44, 138 S. W. 5; *Id.*, 235 Mo. 63, 138 S. W. 11; *State* v. *Holt*, 145 N. C. 450, 59 S. E. 64; *State* v. *Williams*, 84 S. C. 21, 65 S. E. 982. Nor by the fact that no day is fixed for the defendant's appearance in court. *State* v. *Baldwin*, 78 Iowa 737, 36 N. W. 908; *State* v. *Breen*, 6 S. D. 537, 62 N. W. 135.

An oral agreement with the prosecuting attorney that the accused need not appear until a specified time, or until sent for, is no defense to an action on a bond such as this, where the trial is actually called before such time, or without sending for accused. *Husbands* v. *Commonwealth*, 143 Ky. 290, 136 S. W. 632; *People* v. *Brown*, 59 Hun 618, 13 N. Y. Supp. 320. It has been held that a *nolle prosequi* entered by the prosecuting attorney did not release the surety in a bond conditioned that the principal "will not depart the said court without leave". *Weber* v. *State*, 59 N. J. L. 428, 37 Atl. 133. See also *State* v. *Haskett*, 3 Hill (S. C.) 95.

Where, before the return day, the principal in a bail bond voluntarily enlists in militia forces raised by the State under the President's call, and is thereby prevented from attending trial when summoned, it is held by a few courts that the surety is discharged. *People* v. *Cushney*, 44 Barb. (N. Y.) 118; *McFarland* v. *Wilbur*, 35 Vt. 342. The better authorities, however, hold that voluntary enlistment, being the act of the obligor, releases neither him nor his sureties from their obligation. *Sayward* v. *Conant*, 11 Mass. 146; *Harrington* v. *Dennie*, 13 Mass. 93; *State* v. *Scott*, 20 Iowa 63; *Winninger* v. *State*, 23 Ind. 228; *Lamphire* v. *State*, 73 N. H. 463, 62 Atl. 786, 6 Ann. Cas. 615.

It is a general rule that where a person under bail to appear to answer a criminal charge is compelled to enter into the military or naval service of the government, and is not allowed by the authorities in control to present himself at the time fixed for his appearance, the sureties on the bond will be discharged. *Robertson* v. *Patterson*, 7 East 405; *Alford* v. *Irwin*, 34 Ga. 25; *McCluskey* v. *Brock*, 34 Ga. 206; *Commonwealth* v. *Terry*, 2 Duv. (Ky.) 383. Also, the imprisonment of a citizen on bail by legitimate orders of a military commander operates to release the sureties on the bail bond. *Belding* v. *State*, 25 Ark. 315, 99 Am. Dec. 214, 4 Am. Rep. 26. The same result follows where accused is seized by foreign military authorities. *Hunt's Case*, 3 Peterdorf's Abr. 356.

In every case in which such defense is advanced it should be shown that proper effort has been made by the surety to secure the person of the principal from the military authorities. *Commonwealth* v. *Terry*, *supra*; *Gingrich* v. *People*, 34 Ill. 448; *Briggs* v. *Commonwealth* (Ky.), 214 S. W.

975. In the last case cited it was held that the bail was forfeited despite Soldiers' and Sailors' Civil Relief Act (U. S. Comp. St. 1918, §§ 3078¼a-3078¼ss), where the accused was stationed only a short distance from the place of trial and might easily have obtained a furlough to attend.

The unexpected scarcity of decisions on this point during the period of the recent war is due to the Soldiers' and Sailors' Civil Relief Act, *supra*, which provides for the staying, during the war, of all actions and proceedings against persons in the service of the United States—this exoneration extending to sureties and guarantors as well as principals.

CONTRACTS—DURESS OF GOODS—UNREASONABLE RENT IN A CROWDED COMMUNITY.—Plaintiff leased to defendant a portion of a floor in an apartment house in New York City. Six months before the expiration of this lease, plaintiff's agent notified defendant that plaintiff required possession of the apartment at the end of the lease, but later tendered defendant a new least to commence on the expiration of the old lease, but at an increased rental of 92.3%, which increase was based on an unreasonable rate of return to plaintiff on the money invested. Defendant offered to pay an increase of 50%, but that was refused. After several days' consideration, during which defendant discovered the housing conditions to be such that he could not find a new place to live, and on a threat by plaintiff's agent to lease the place to another, defendant signed the new lease. During the entire transaction defendant was in ill health which caused great mental and physical depression. Plaintiff brought this action for arrears of rent due under the new lease, and defendant set up the defense of duress. *Held*, judgment for the defendant. *Sylvan Mortgage Co.* v. *Stadler*, 185 N. Y. Supp. 293.

The same court in *Seventy-eighth St. & Broadway Co.* v. *Rosenbaum*, 182 N. Y. Supp. 505, said that landlords and tenants could not contract on an equal basis, that the tenant was compelled by the sheer necessity of having a place to dwell in to agree to any conditions that might be imposed by the landlord and that the freedom of contract was impaired.

To constitute duress, it is sufficient if the will be constrained by the unlawful presentation of choice between comparative evils, as inconvenience and loss by the detention of property, loss of property altogether, or compliance with an unconscionable demand. *Harris* v. *Carey*, 112 Va. 362, 71 S. E. 551, 26 Ann. Cas. 1350. Duress is simply the deprivation of the will power of one person by another putting him in fear for the purpose of obtaining by that means some valuable advantage from him. The means by which that condition of mind is produced are matters of fact, and whether such condition was actually produced is wholly a matter of fact. *Galusha* v. *Sherman*, 105 Wis. 263, 81 N. W. 495, 47 L. R. A. 417.

Although it has been usually held that a threat to do a lawful act cannot constitute duress, the more modern view seems to be that a lawful act may be so perverted and put to improper use to compel the assent of a man to a contract as to constitute duress. *Hartford Ins. Co.* v. *Kirkpatrick*, 111 Ala. 456, 20 So. 651; *Morse* v. *Woodworth*, 155 Mass. 235, 29 N. E. 525; *Chicago, etc., R. Co.* v. *Chicago, etc., Co.*, 79 Ill.